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AGREEMENT

between the

COUNTY OF ALBANY

and the

**ALBANY COUNTY SHERIFF'S CORRECTIONS SUPERVISORY UNIT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

LOCAL 294

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 18 2010

ADMINISTRATION

JANUARY 1, 2005- DECEMBER 31, 2007

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ARTICLE I □ RECOGNITION AND SCOPE OF BARGAINING UNIT

1. The Employer recognizes the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 294 as the exclusive collective bargaining representative of all employees by this Agreement.

2. This Agreement covers all captains, lieutenants, first sergeant, sergeants, clerk III, maintenance supervisor, within the Albany County Correctional Facility Bargaining Unit of the Albany County Sheriff's Department and excludes all other employees.

3. The International Brotherhood of Teamsters, Local 294 affirms that it does not assert the right to strike against the Employer and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II □ MANAGEMENT RIGHTS

1. The Union recognizes the Employer's legal responsibility and sole prerogative to manage its business and except as expressly limited by this agreement to direct, hire, assign, transfer, promote, lay off, and for just cause, discipline or discharge its employees.

2. The employees covered by this Agreement shall conform to all department rules, when made known to the employees and the Union, which do not conflict with the provisions of the Agreement.

3. The Employer maintains the right to determine the size of the work force, allocate and assign work, and to contract out work when, in its discretion, the proper on-site equipment, manpower or skills are not available.

4. The Employer reserves the right to change work schedules if he/she so decides. Those employees affected will be provided with at least a twenty-four (24) hour advanced notice, except in unforeseen circumstances.

5. The Employer reserves the right to select and assign new employees.

6. A new employee shall work under the provisions of this Agreement, but shall be employed only on a three (3) month trial basis, during which period he/she may be disciplined up to and including discharge by the Employer without cause or recourse to the grievance procedure. Employees serving a probationary period pursuant to promotion shall not be treated as new employee under this section.

7. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.

ARTICLE III □ UNION RIGHTS

1. The International Brotherhood of Teamsters, Local 294 shall have the sole and exclusive right, with respect to other employee organizations, to represent all employees in the heretofore defined negotiation unit in all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representative and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate, and pursue all such objections free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents.

2. **Dues And Agency Fee Deductions:** The Employer shall deduct from the wages of employees and remit to the Secretary Treasurer of Teamsters, Local 294, 890 Third Street, Albany, New York, regular membership dues, and agency fees and other authorized deductions for those employees who have signed the appropriate payroll deduction.

The Union agrees to indemnify and to hold the Employer from any causes of action, complaints, loss or damages, including attorney's fees incurred in the defense of any such claims, as a result of agency fee deductions.

If the legislature of the State of New York enacts, and the Governor signs legislation repealing the provisions in subdivision 3 of Section 208 of the Civil Service Law, the parties agree to reinstate the following: .

An agency fee provision will become effective at anytime during the life of this Agreement when Union membership reaches seventy-five (75%) percent of all full time permanent positions in the bargaining unit. Once the seventy-five (75%) percent threshold has been reached, all employees who are members of the Union shall remain members of the Union, or if membership is dropped, shall become Agency Shop payees. All non-members of the bargaining unit shall also be required to become Agency Shop payees once seventy-five (75%) percent threshold is reached.

3. **Other Deductions:** Deductions duly authorized for the purchase of savings bonds shall authorize delivery of bonds purchased directly to the employee at the address designated. The Employer agrees to provide one additional payroll deduction for disability insurance.

a. **Credit Union Deductions.** The Employer Shall deduct the individually specified amounts from the wages of its employees and remit them to the State Employees Federal Credit Union upon receipt of appropriately signed payroll deduction authorizations.

b. All Bargaining Unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan, currently provided through Public Employee's Benefit Services Corporation (PEBSCO), in accordance with the

terms and conditions of said plan.

- c. All Bargaining Unit members shall be eligible to participate in the county wide leave donation plan established by the Albany County Legislature and administered by the Albany County Department of Human Resources, as may be amended.
- d. All Bargaining Unit members shall be eligible to participate in the Albany County Direct Deposit Program, in accordance with the terms and conditions of said plan, as may be amended.

4. **Union Leave:** The Employer agrees to provide to the Union a total of twenty five (25) man days per year for Union business.

5. Employees selected by the Union to act as union representatives shall be known as Steward and Alternate Steward. The names of employees selected as Steward and Alternate Steward shall be certified in writing to the Employer by the local Union. Such Union stewards shall have the right to investigate and process grievances during their regular working hours without loss of time or pay; however, such employees must notify their immediate supervisor, and secure permission prior to leaving their work assignments. Such permission will not be unreasonably denied.

6. The Union Steward and Alternate Steward designated by the Union in writing to the Sheriff shall be allowed released time with pay to participate in negotiations with the Employer. Any employee desiring released time pursuant to this Section shall notify his superior officer in advance of the date of such negotiations. Such employee shall be released from his/her regular tour of duty for his/her entire work shift. If the meeting is held on the employee's regular day off there shall be no compensation.

ARTICLE IV □ EMPLOYEE RIGHTS

1. An employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or its agents.

2. Employees may join and take an active role in the activities of the Union without fear of any kind of reprisals from Employer or its agents.

3. An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose his/her own representative or appear alone in a grievance procedure with the exception that the Union may be permitted entrance to such proceedings.

4. When an employee is to be suspended without pay pending a hearing pursuant to

the provisions of Section 75 of the Civil Service Law, the employee shall be advised of the reasons for the suspension and shall be given an opportunity to respond. This shall not otherwise diminish any other benefits on the contractual law.

5. In determining the appropriate penalty to be imposed, an employee's entire record of employment shall be considered. Employees shall be given a copy of all materials placed in an employee's personnel file.

ARTICLE V □ GRIEVANCE PROCEDURE

1. **Definition:** The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of terms and conditions of employment, arising out of this Agreement or any existing law, rule, procedure, regulation, administrative order or work rule of the County.

2. Grievance meetings may be held outside of scheduled work hours.

3. Any grievance that occurred prior to the signing of this contract may not be aggrieved pursuant to the provisions of this Agreement.

4. The employees agree to refrain from the solicitation of grievances.

5. The grievance must be in writing and signed by the aggrieved party. It must also stipulate the Article or Articles of the Agreement which have allegedly been violated. It then must be submitted to the employee's immediate supervisor within seven (7) calendar days of the occurrence which allegedly caused the employee to be aggrieved. If within seven (7) calendar days of the submission, the immediate supervisor fails to give an answer in writing the grievance procedure shall automatically proceed.

6. If the aggrieved employee is not satisfied with the response from their immediate supervisor, or if no answer is received, he/she may appeal to the Sheriff or his/her designee within seven (7) calendar days from receipt of the response or from the day of the automatic progression if no response is received. After reviewing the decision of the immediate supervisor and the information pertinent to the situation, the Sheriff or his/her designee shall give a written decision within seven (7) calendar days. If no written decision is received within seven (7) calendar days the grievance shall automatically proceed.

7. In the event the grievance is still unresolved, the employee has fifteen (15) calendar days upon receiving a response from the Sheriff or his/her designee or from the day of the automatic progression if no response is received, to present his/her grievance to the Commissioner of Human Resources "or designee". This grievance must be communicated in writing with a notice to the department head that his/her decision is being appealed. A hearing will be scheduled within thirty (30) days of the submission of the grievance to the Commissioner. The decision made by the Commissioner will be forwarded within fifteen (15) calendar days of the hearing to all parties.

8. In the event the Union is not satisfied with the response from the Commissioner of Human Resources or the response is not implemented with respect to a grievance involving the interpretation or application of this Agreement, it may, demand arbitration within thirty (30) days after receiving a response by filing a demand for arbitration by registered or certified mail, with the New York State Public Employment Relations Board. The Public Employment Relations Board shall provide both parties with an identical list of arbitrators pursuant to the Public Employment Relations Board Rules of Procedure for Voluntary Grievance Arbitration. A copy of the demand for arbitration shall be forwarded to the Director of Employee Relations and the Sheriff

The parties shall select an arbitrator pursuant to the selection process set forth in the Voluntary Arbitration Rules of the Public Employment Relations Board. The arbitrator shall be governed by the Voluntary Grievance Arbitration Rules of the Public Employment Relation Board.

The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions of the issues submitted. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

The cost for the services of the arbitrator will be borne equally by the County and the Union. The full cost of any cancellation will be the responsibility of the party requesting the cancellation.

9. Failure to abide by the prescribed time limits will cause the grievance to be withdrawn.

10. Except as otherwise provided in this Agreement, each party shall be solely responsible for the payment of their respective witnesses, grievants and/or other parties at each step of the grievance and arbitration procedure. However, if the hearing is held during the grievant's regular scheduled work hours, the County agrees to pay the grievant his/her regular wages, if the grievant is awarded the decision of the Hearing Officer or the Arbitrator.

ARTICLE VI □ Discipline

Section 1. General Provisions: It is understood and agreed that no employee shall be removed or otherwise subjected to any disciplinary penalty except for incompetence or misconduct. Where the Sheriff or his designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay or dismissal from service, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The employee shall be provided with two (2) copies of any notice of discipline being served upon him/her. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including references to dates, time and places.

a. An employee shall not be disciplined for acts, known to the Employer, except those which would constitute a crime, which occurred more than six (6) months prior to the service of the Notice of Discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

Section 2. Counseling

Any conversation or communication between the employee and the immediate supervisor, in an effort to address certain, specific employee conduct, behavior and/or job performance. "Counseling" is intended to be positive, non-punitive means of modifying inappropriate behavior. Counseling is NOT discipline, it is constructive criticism.

During a counseling session, there is no inherent right to union representation.

The general sequence of action is as follows:

A. Oral Counseling

An oral counseling session consists of definitively informing the employee that a performance or behavior problem exists and that failure to correct the problem can result in further counseling and possible disciplinary action. When oral counseling proves ineffective, or when a single, more serious event occurs, written counseling can take place immediately.

B. Written Counseling (Warning)

A written counseling memorandum is clear evidence that the supervisor has attempted to employ corrective procedures. The counseling memorandum is formal written confirmation of a counseling session. As such it reviews the elements of the oral counseling session, i.e., identification of the problem, the proper conduct expected, the employee's response to the situation and an explanation of the consequences. The memorandum is to be completed within five (5) working days of the counseling session to which it relates. The employee is requested to sign it, thereby acknowledging receipt. The employee may submit a written rebuttal within five (5) working days after receipt of the written memorandum. One copy of the counseling memorandum and written responses are placed in the employee's personnel file.

Section 3. Grievance Procedure: Upon being served the employee may discuss the notice with his/her supervisor and or the officer in charge of the facility. However, in the event a notice, as provided for in Section 1 of this Article, is served on an employee, he/she shall have ten (10) days to file a grievance protesting the action of the Sheriff. Such a grievance shall be filed directly with the Sheriff. The Sheriff or his designee may hold a meeting to discuss the merits of the grievance with the employee and his/her Union representative and his/her own attorney, if he/she chooses to retain his/her own attorney to represent him/her but, in any event, the Sheriff or his designee may respond within ten (10) day of the receipt of a grievance or of the meeting if held.

Section 4. Disciplinary Arbitration: If the grievance is not resolved at the Sheriff's level, then the Union shall have the right to proceed to arbitration as provided for in Article V, Section 8, of this Agreement.

Section 5. Exclusive Right of Review: The procedures under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and replace Section 75 and 76 of the New York State Civil Service Law.

Section 6. Right to a Response: In the event the Employer fails to respond at any stage in the manner set forth above, then the grievance may proceed to the next step.

ARTICLE VII □ WORK HOURS AND SCHEDULES

Section 1. Regular Work Hours

1. The regular hours of work each day shall be eight and one-quarter(8.25) consecutive hours, which shall include a half (½) hour paid break. However, upon the signing of this Agreement, each employee will be required to line up fifteen (15) minutes prior to the start of his/her shift. Line up time shall be applied towards hours worked per week effective January 1, 1986.

2. Work schedules shall be posted and employees shall work according to schedule unless notified twenty-four (24) hours in advance of a work schedule change except in cases of unforeseen circumstances.

Section 2. Work Week and Shifts

1. Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall work a five (5) on two (2) off schedule.

Effective upon the implementation of the five (5) days on two (2) days off work schedule (February 1997), all employees in the bargaining unit shall have their base salary increased as follows:

<u>Rank</u>	<u>Amount</u>
Maintenance Supervisor/Clerk III	\$3,250.00
Sergeant	\$3,400.00
First Sergeant	\$3,600.00
Lieutenant	\$3,800.00
Captain	\$4,000.00

The above increases are specifically conditioned upon the implementation of the five (5) on two (2) off schedule.

2. Except as is specifically set forth in this Agreement, the basic work week and work scheduling structures that will be in force as of the effective date of this Agreement shall not be changed unless the changes are mutually agreed upon by the Employer and the Union. Supervisory personnel who are assigned to administrative duties shall have their work week, leave scheduling, and shift assignments established by the Sheriff or his designee.

3. The practice of substitution where one employee voluntarily works for another shall be permitted provided that such substitution does not impose additional cost to the Department, is within rank only, the supervising officer under whose jurisdiction the substitution will occur is notified in advance, and the request is approved by the Sheriff or his/her designee for this purpose. Neither the Employer nor the Department shall be held responsible for enforcing any agreements made between employees.

Section 3. Tardiness

1. Excessive tardiness results in a loss of productivity and increases the workload of coworkers. Each employee shall therefore be held accountable and responsible for arriving at work early enough to begin work at his/her designated starting time. It is understood that excessive tardiness shall be just cause for disciplinary action.

2. Excessive tardiness shall be defined as three (3) or more occurrences of reporting late to work during any calendar quarter (Jan/March) (April/June) (July/Sept) (Oct/Dec) of employment beginning January 1, 1991. Penalties for excessive tardiness shall be as follows:

Third Offense	Verbal Consultation
Fourth Offense	Written Reprimand
Fifth Offense	Deduction Two (2) Vacation Days
Sixth Offense	Suspension of Four (4) Days Without Pay
Seventh Offense	Further Disciplinary Action Up to and Including Discharge

3. If a period of one (1) year expires from the date of imposition of any level of discipline listed above, the employee shall be considered to have no violations of this section of the Agreement. Imposition of discipline under this section shall not be subject to arbitration under Section 4, Article VI (Discipline), until the sixth offense.

4. Tardiness due to snow storms, natural disasters or other major calamities, if supported by reasons acceptable to the Sheriff, may be excused and will not be considered an occurrence of tardiness.

ARTICLE VIII □ OVERTIME

1. Overtime work shall be equally distributed among employees who normally perform such work. Each employee shall be selected in accordance with his/her position on a rotating seniority list.

2. An employee requesting to be skipped when it comes his/her time to work overtime shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence, and an appropriate notation shall be made in the overtime roster.

3. In the event no employee wishes to perform his/her required overtime work, the Employer shall by inverse order of seniority assign the necessary employee required to perform the work in question.

4. All hours worked in excess of forty (40) hours in a week shall be paid for at one and one-half (1 ½) the employee's regular rate of pay.

5. All in-service training programs conducted before or after an employee's regular shift shall be paid for at the employee's regular rate of pay and shall be computed for the purpose of determining the employee's forty (40) hour work week.

6. Time during which an employee is excused from work because of vacation, holiday or other authorized compensatory time off shall be considered as time worked for the purpose computing overtime.

7. No employee will be required or allowed to work overtime unless such overtime has received appropriate prior approval by the proper authority.

8. Employees who are required to appear in court or before a body having the right to require appearance, shall be paid at his/her regular rate of pay and such time spent shall be used to compute the employee's forty (40) hour work week. Those employees required to appear in court as outlined in this section, shall receive three (3) hours minimum pay.

9. An employee who is recalled to work unscheduled overtime after having completed his/her scheduled shift and after having left his/her scheduled work or facility shall be guaranteed a minimum of four (4) hours pay. Such four (4) hours shall be used to compute an employee's forty (40) hour work week.

10. No employee will be required to be on standby without compensation. However, this shall not apply to employee's involved in investigations.

11. No employee shall be requested to work in excess of sixteen and one-quarter (16.25) hours in any work day except in an emergency situation. Personnel on overtime on their day off shall not be mandated to work.

ARTICLE IX □ WORK FORCE CHANGES

Section 1. Training Assignments

1. For the purpose of this Agreement, employees selected to participate in any training program, whether or not such training program takes them away from their regular job assignment, shall be considered to be an on-the-job assignment.

2. Promotions and the filling of vacancies will be effected under the Civil Service Law Rules and Regulations.

Section 2. Layoff and Notification

It is understood and agreed that in the event the Employer plans to lay off employees in this bargaining unit for any reason, the Employer will notify the Union in writing of its plans at least thirty (30) work days prior to the date that such action is proposed to commence. Layoffs will be conducted in accordance with the State Civil Service Law, Rules and Regulations pertaining to layoff procedures.

ARTICLE X □ SPECIAL EMOLUMENTS

Travel Allowances

1. All employees who are required to travel to other than County areas in the performance of their official duties shall be reimbursed for all hotel lodging, meals and other incidental expenses incurred that are related to such trip, at rates provided by Albany County Rules and Regulations.

2. Employees who are required by the Department to use their own personal automobile on any official business will be reimbursed for such use at the rate provided by Albany County Rules and Regulations. Request for mileage reimbursement must be submitted within thirty (30) calendar days of the month for which it is being requested.

ARTICLE XI □ HOLIDAYS/PREMIUM WORKDAYS

Upon the implementation of the January 1, 2000 salary adjustment, an amount equal to (14) fourteen days pay shall be added to the base salary of all unit employees. This salary adjustment replaces all previous holiday provisions except as follows.

The following twelve (12) days shall not remain recognized as holidays, but shall be referred to as premium workdays for the purpose of scheduling:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

An employee must work his/her last scheduled work day prior to a premium work day, and his/her first work day after a premium work day as well as any regularly scheduled premium work day, unless he/she was absent because of illness, vacation, personal leave or any other absence approved by the employer. An employee who fails to comply with these conditions will be docked 16 hours pay for each incident.

ARTICLE XII ☐ VACATIONS

Section 1. Vacation Allowance and Eligibility

1. Vacation credits will be earned each year for use in the following calendar year (January 1 through December 31). All employees covered by this Agreement shall earn their vacation periods as follows:

a. A new employee will earn vacation credits at .83 day per month the first twelve (12) months of employment, for a total of ten (10) days.

b. Starting on the anniversary date at the beginning of an employee's second year, he/she will earn vacation credits at 1.25 days per month for a total of fifteen (15) days per year.

c. Starting on the anniversary date at the beginning of an employee's 7th year, he/she will earn vacation credits at 1.4 days per month for a total of seventeen (17) days per year.

d. Starting on the date at the beginning of an employees 10th year he/she will earn vacation credits at the rate of 2.08 days per month (or a total of twenty-five (25) days per year.

2. Vacation credits may be accumulated up to a maximum of seventy five (75) days, however, accumulated vacation days may not be used to displace a less senior member in rank on any vacation scheduled until all members have exercised their seniority rights in scheduling vacation days earned in the previous vacation year.

Section 1.1 Vacation selections shall allow at least one (1) Captain, one (1) Lieutenant and two (2) Sergeants, not on the same shift, including First Sergeants, per calendar day.

Section 2. Choice of Vacation Periods

1. An employee will be granted the amount of his/her vacation credits accumulated upon completion of the necessary continuous service time set forth in the schedule appearing in Section (a) above, except that if circumstances make it necessary for the Employer to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation periods in the event of conflicts. Request for changes in vacation requests beyond the scheduling limits established by the department may be approved at the discretion of the Sheriff.

a. Vacation leave may be taken in one-half (1/2) day increments with the following restrictions:

1. Leave must be pre-approved
2. May not be used on initial vacation selections
3. Will not create any overtime cost or undue hardship on the County
4. All approvals are considered contingent upon manpower

2. Vacation will be assigned within each operating unit as set forth in Sections 1 and 2. From June through September will be prime time, and seniority shall apply to a maximum of ten (10) days. Vacation requests shall be distributed by November 1, returned by December 1 and vacation schedules posted by January 1.

3. All paid leave including sick leave, personal leave and other leaves of absence where employees receive full pay, shall be considered as time worked in determining vacation credits entitlement. Leaves of absence without pay shall not be counted for vacation credit purposes.

4. Vacation pay shall be calculated as the employee's regular pay in effect for the position the employee holds at the time he/she takes his/her vacation.

Section 3. Transfer Rights and Separation

1. If any employee is transferred to another County Department outside of the jurisdiction of this bargaining unit, all vacation credits the employee may have accumulated under the provisions of this Agreement shall be transferred with him/her to his/her new job, to the maximum permitted for that job. Any difference will be paid in cash.

2. An employee who resigns, retires, or is laid off prior to taking his/her vacation shall be compensated in cash for all of his/her accumulated vacation credits, except that in case of resignation, the appointing authority requires as a condition for such payment that written notice of such resignation be given to the appointing authority at least two (2) weeks prior to the effective date of the resignation or the last day of work, whichever comes first. However, upon request and at the discretion of the Sheriff, the requirements of this paragraph may be waived. In the event of the death of an employee, the employee's estate will receive full payment for all such deceased employee's unused vacation credits.

ARTICLE XIII □ PERSONAL LEAVE

1. Personal leave is leave with pay for personal business including religious observance without charge against any other accumulated leave credits. All employees shall be credited with five (5) personal leaves of absence during each calendar year on January 1. Personal leave may be taken in one-half (½) day increments. All employees with unused personal leave days remaining at the end of the calendar year, shall be paid for all such days at their regular rate of pay. Such rate of pay will be calculated and based on the calendar year in which said personal days were earned.

2. Those employees who are hired after January 1 of each year shall receive personal leave on a prorated basis as follows:

January 1st to March 15th	5 days
March 16th to May 31st	4 days

June 1st to August 15th	3 days
August 16th to October 31st	2 days
November 1st to November 31st	1 day
December 1st to December 31st	0 days

3. All requests by employees for personal leave must be made at least forty-eight (48) hours in advance of the time requested, except that in case of emergency, this requirement may be waived.

4. An employee who announces his/her intention to resign shall not be allowed to use personal leave credits during the two (2) week period immediately preceding the effective date of resignation or the last day of work, whichever comes first. However, upon request and at the discretion of the Sheriff, the requirement of this paragraph may be waived.

ARTICLE XIV ☐ SICK LEAVE

Section 1. Allowance and Eligibility

1. All employees shall be entitled to earn sick leave after one (1) month's continuous service. Employees shall earn sick leave credit at the rate of 1/4 day per week for a total of thirteen (13) days for each year of continuous service and shall be accrued proportionately upon the completion of each payroll. Provided, however, that an employee shall not earn sick leave credit for any weekly pay period unless he/she is in full pay status for at least two (2) work days during such weekly pay period. Full pay status shall include any authorized leave with full pay including but not limited to sick, vacation, and personal leave. Sick leave credits may be accumulated to a total of one-hundred and fifty (150) days, but no unused sick leave credits shall be compensated by additional monetary payment. An employee who is sick shall notify the immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period.

2. In addition to personal sickness, leave for sickness in an employee's immediate family may be requested. An employee who needs leave for family sickness shall notify his/her immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period. Approval for such leave shall only be granted by the officer in charge of the facility as defined elsewhere in this contract.

3. An employee will not be required to produce a physician's certification of illness or fitness to return to work except that the Employer may require such certificate if the absence is for three (3) or more days, or is on a holiday, on the day before or after a holiday or a regularly scheduled day off.

4. In the event the Employer has good reason to believe that an employee is no longer

physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer and at the Employer's expense.

5. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue his/her job duties, then a third physician, selected by the Employer, shall make the final determination. The full cost of the services of the third physician shall be borne by the Employer.

Section 2. Extended Sick Leave

The Employer, in its discretion, may advance sick leave credits to an employee absent for personal illness who has exhausted sick leave, vacation and personal leave credits. The outstanding un-repaid sick leave advanced to any employee shall not exceed a total of thirteen (13) days. Any such advance shall be deducted from monies due to any employee upon his/her separation from service.

Section 3. Sick Leave at Half-Pay

The Employer at its discretion, may grant sick leave at half-pay for personal illness to a regular employee having not less than one (1) year continuous service after all sick leave, vacation and personal leave have been exhausted provided that the cumulative total of sick leave at half-pay shall not exceed twenty (20) work days for each year of continuous County service plus six (6) weeks additional sick leave at half-pay. An employee who is granted sick leave at half-pay shall pay one-half of their health insurance premium. Sick leave at half-pay shall be recommended by the Department Head, with final approval or disapproval by the Human Resources Commissioner or designee. An employee who is granted sick leave at half-pay shall not be eligible to accrue any other additional leave credits of any kind.

Section 4. Leave for Quarantine

If an employee who is not ill himself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of the absence, he/she shall be granted leave with pay for the period of required absence without charge against any leave credits. Prior to returning to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of any person.

Section 5. Fringe Benefits

Employees on paid sick leave shall receive full pension and insurance contributions and coverage.

Section 6. Extended Sick Leave Without Pay

In those cases where the entitlement to all sick leave has been exhausted, the Employer will consider applications for extended sick leave without pay where the employee has at least three (3) years of continuous service and there is substantial evidence that the employee will be able to return to work. Such extension shall be for not more than one (1) year and shall be granted

under such conditions as the Employer deems appropriate. However, no employees shall earn or accumulate any benefits while on such leave.

Section 7. Maternity Leave

For the period of medical disability only, accumulated sick leave shall be paid to pregnant employees for the period of time such employee is absent from work commencing on the day immediately after she has given birth to a child or circumstances terminating the pregnancy take place, provided that at the time of return to work the employee submits a statement from her attending physician attesting to such delivery or pregnancy termination, and her ability to resume her previous duties. Sick leave shall be used only during the period of disability. Such employees must return to work within one (1) year from the date on which they were required to cease employment because of pregnancy. This period may be extended six (6) months by mutual agreement. Said employee upon learning of her pregnancy shall immediately notify the Employer of same and, if possible, the probable date leave will commence.

Section 8. Payment of Unused Sick Leave

Upon the retirement, layoff or resignation of an employee for reason other than discipline, the Employer shall make a lump sum payment for one-half of all accumulated unused sick leave credits up to a maximum of sixty (60) days for an employee commencing with his/her sixth year of service, provided that the employee on the date of his/her separation from service has accumulated a minimum of thirty (30) days of unused sick leave. (Effective date signing of the New Agreement). (Contract 1988).

Section 9. Incentive Payments

An employee who does not use any sick leave in a calendar quarter (January through March; April through June; July through September; October through December) shall receive a cash payment of \$250.00 for that quarter.

There will be no substitution of personal, vacation, or other leaves (including 207-C leave or workers compensation leave) in reference to the incentive payment.

ARTICLE XV □ SENIORITY

1. For the purposes of this Article, seniority shall be defined as the length of an employee's uninterrupted service, in rank, in the Sheriff's Department, including sick leave, sick leave at one-half pay, military leave not too exceed four (4) years, reinstatement within one (1) year of resignation, worker's compensation and other approved leaves of absence which do not exceed one (1) year.

2. Every six (6) months, the Employer agrees to furnish the local union, upon request, with an up-to-date seniority list. The seniority list will show the names, rank and date of appointment to the department and date of appointment to present rank.

3. Dock Days

a. Commencing the date this contract is signed, and thereafter on a calendar year basis, unauthorized leaves of absence (dock days) shall be considered an interruption in service according to the guidelines.

1. Employees receiving three (3) or more dock days during the calendar year for which no pay was granted, will have their record date of employment adjusted accordingly for all unauthorized absences during the calendar year.

2. The Sheriff or his designee may, at their discretion, issue disciplinary warning notices to employees who have excessively used sick leave, and dock days during the calendar year.

3. An attendance review will be made three (3) times during the calendar year: April 1st - employees shall be notified and counseled if their attendance record appears unsatisfactory; October 1st and January 1st - record dates of employment will be retroactively adjusted for all employees who have received three (3) or more dock days during the calendar year.

4. Disciplinary action may be taken in the calendar year to employees using excessive amounts of sick leave and dock days, and said discipline shall not be subject to Arbitration under Article V, Section 8, except for suspension or discharge.

4. Job and Shift Assignments

a. Except as otherwise provided by this Agreement, the Employer shall have the right to make any job shift assignment or transfer necessary to maintain the services of the Sheriff's Department. However, shift selections and transfers shall be by seniority provided the employee has the ability to properly perform the work involved.

b. All permanent shift vacancies should be determined by the Sheriff and shall be posted for fifteen (15) days during which employees may bid. Permanent shift vacancies shall be awarded in conformance with Section 4(a), within five (5) days of the end of the posting period. Bids shall be submitted in duplicate, one (1) copy of which shall be signed and dated by the supervisor receiving the bid and returned to the employee submitting the bid.

c. Bidding shall only be permitted on new positions and shift vacancies.

d. The employee's ability to perform his/her duties shall include but not be limited to the employee's maintenance of the weight to conform with the height and weight standards as described in Article XXIV, Section 7c.

ARTICLE XVI □ PERSONNEL RECORDS

1. All employees, upon request, in writing to the Sheriff or designee, shall be given a reasonable opportunity to review their official personnel file maintained by the Sheriff's

Department and/or the Personnel Department of the County. Such review shall take place within the presence of an appropriate officer of the department. This file shall contain their original application for employment and any and all job evaluations, commendations, reprimands, suspensions, and any other record of action which shall have taken place during their employment with the County of Albany.

2. No letter of criticism, poor evaluation, reprimand, or any other document which could affect an employee's job may be placed in an employee's official personnel file without the employee first having an opportunity to review such documents. Should an employee, upon such action, disagree with all or part of any such document, he/she shall have the right, within three (3) days of his/her review, to place in the file, in writing, his/her comments thereon which shall become an official part of the file.

3. Within fifteen (15) days of any change, every employee shall be required to furnish the Employer with an updated personnel data form which shall include the employee's residence address, telephone number, or, if the employee has no telephone, a telephone number through which an employee can be reached and the name, address and telephone number of a person to be notified in case an employee is injured or taken ill while on duty. Failure to comply with the above shall be grounds for discipline.

ARTICLE XVII □ WORKERS' COMPENSATION LEAVE

Section 1. Albany County has adopted a policy of self-insurance for Workers' Compensation. Any occupational injury or disease occurring January 1, 1984 or later will be the financial responsibility of Albany County. Any occupational disease or injury that occurred prior to January 1, 1984, or any reoccurrence of a disease or injury that occurred prior to January 1, 1984, is the financial responsibility of Travelers Insurance Company, the carrier for that period.

Section 2. Albany County has engaged the services of an Administrator for the purpose of:

- a. Review of claims presented for payment.
- b. Consultation on any matters relating to the County's rights and responsibilities as a self-insured entity.

Section 3. It is mandatory that all employees immediately report injuries of any sort received while at work and in no event more than thirty (30) days after the injury occurs. The employee must fill out an Incident Report. This report should be as detailed as possible and must be signed by the employee. The Employer or supervisor must complete and sign the reverse side of the Incident Report. If, because of hospitalization or nature of disability, the employee is unable to sign the Incident Report, a union representative or family representative may sign for the employee.

Section 4. When a leave of absence is necessitated by an occupational injury or disease as defined in the Workers' Compensation Law, the employee shall be allowed a leave, to run concurrently with that under the Family and Medical Leave Act (FMLA), upon giving notice to

the Sheriff that he/she claims benefits under such law. The time limit and the leave of absence necessitated by such injury or disease shall be extended to one (1) year cumulatively including any period of such absence during which the employee draws vacation and sick leave credits. Such leave may be extended for further periods at the discretion of the Sheriff.

Section 5. If the employee's claim for benefits under the Workers' Compensation law is controverted, the employee shall not be entitled to leave as stated in Section 4. The employee may continue to receive full gross wages only to the extent that he/she has accrued sick and vacation time. When his/her time is exhausted, the Employer may suspend all payments to the employee pending a determination of the controverted claim by the Workers' Compensation Board. If said determination is in favor of the employee, he/she shall be entitled to leave under Section 4, and all* absences before such final determination to the extent that the same were necessitated by his/her occupational injury or disease, shall be deemed to have been pursuant to leave under this Section. If the determination is in the employee's favor, his/her accrued time (if charged) should be properly credited.

*Note: Compensation is allowed for injuries that caused disability beyond seven (7) calendar days. Workers' Compensation payments begin to accrue with the eighth (8th) day after disability commences. If the employee is disabled for more than fourteen (14) calendar days then compensation is also payable for the first week of disability.

Section 6. In the case of permanent incapacity, leave may be withheld or terminated, if it is determined that the occupational injury or disease suffered by the employee is of such a nature to permanently incapacitate him/her from the performance of the duties of his/her positions.

Section 7. An employee on leave for an occupational injury or disease may receive pay as follows:

a. If it is determined that the employee is in fact disabled from performance of his/her duties, he/she may be granted full gross wages during such leave not to exceed cumulatively six (6) months for each occupational injury or disease including any reoccurrence thereof. Such wages shall be computed including all remuneration as defined in Workers' Compensation Rules 357.1.

b. After the six (6) months provided in paragraph (a), the employee may draw accrued vacation and sick leave credits subject to the provisions of this Agreement to complement his/her award.

c. If not drawing wages under paragraph (a) or (b), an employee may, at the discretion of the Sheriff be allowed to draw personal and sick leave at half-pay pursuant to this Agreement. The Sheriff may, at his discretion, grant sick leave at half-pay for personal illness to a regular employee having not less than one (1) year of continuous service after all of his/her sick, vacation and personal leave have been exhausted, provided that the cumulative total of all sick leave hereby granted shall not exceed twenty (20) work days for each year of continuous County service.

Section 8. An employee who receives full gross wages for any period of leave under this Section shall earn vacation and sick leave credits during such periods pursuant to this Agreement.

Time will not accrue in any instance where time is advanced to the employee.

Section 9. Before accumulated sick time may be charged, medical evidence is required for any injury when the absence is greater than three (3) days. A doctor's certificate may be satisfactory. The County retains the option to require the employee to be examined, at County expense, by a physician designated by the County. In the event of failure to submit proof of illness or injury or if the evidence submitted is not satisfactory to justify the entire absence, such absence will be considered unauthorized leave, and as such, may not be charged against any accumulated time. In the case of Workers' Compensation claim, medical evidence must be obtained regardless of the length of the absence. Subsequent medical evidence may be required at reasonable intervals as necessitated by treating physician's prognosis. Suspension of medical evidence will automatically suspend all payments to the claimant except that the employee shall not be charged for the one-half day for attendance at any physical examination at the direction of the Employer.

Section 10. An award by the Workers' Compensation Board for any period for which the employee receives or received pay from the County shall be credited to the County as a reimbursement of wages paid. This reimbursement must be reflected in the employee's W-2 Statement of Wages Paid. These wages must be reported as "Workers' Compensation Wages" and are, therefore, exempt from taxes.

Section 11. Accrued leave credits used by an employee during a period of absence for which an award of compensation has been made to the County as a reimbursement for wages paid, shall be restored to him/her in full. No restoration shall be made for any leave time advanced to a County employee. In the event that the employee dies, resigns, retires, or continues absent beyond one (1) year without further leave, cash payment for vacation and overtime credits, including any credits restored because of a Workers' Compensation award shall be made in accordance with this Agreement. In any other case, an employee restored to service after an absence for an occupational disability shall have one (1) year from date of such restoration to reduce this accrued leave credited to the limits set in this Agreement.

Section 12. Upon request of the employee to return to work at or prior to the expiration of the maximum period of allowed leave, if there is any doubt as to whether the employee is physically or mentally fit to perform the duties of his/her position, the Sheriff may require the employee to undergo medical examination, prior to reinstatement, by a physician designated by the County within seven (7) days of a written notice of intent to return to work. If reinstatement is denied, the employee may make application in the manner prescribed by Section 71 of the Civil Service Law. If an employee continues absent after the expiration of the maximum period of allowed leave, his/her eligibility for reinstatement shall be governed by Section 71 of the Civil Service Law.

Section 13. In order to enable the Sheriff to make such a determination of fitness after the employee has been on Workers' Compensation leave, he/she may require an employee at any time to be examined by a physician designated by the County.

Section 14. Where the Sheriff has refused to grant the employee pay during leave pursuant to Section 7(a) or (b), or has withheld or terminated a leave of absence on the grounds that the occupational injury or disease is of such a nature as to permanently incapacitate the employee from the performance of duties of his/her position, the employee may request the Civil Service Commission to review the determination and take appropriate action thereon.

Section 15. These provisions shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

Section 16. In the event of a controverted case where the Workers' Compensation Board finds for the Employer, or if for any other reason the employee is overpaid in Workers' Compensation benefits, the employee's accrued leave time shall be reduced in the amount equal to the sum so paid. In the event the employee's accrued leave time is insufficient for such purpose, the Employer may apply ten (10%) percent of the employee's gross wages and one hundred (100%) percent of future accruals of leave time until the Employer is repaid.

Section 17. Health and Dental insurance coverage will continue for any employee who was already covered, as long as he/she receives any County share to complement his/her Workers' Compensation benefits. During the first twenty-six (26) weeks, coverage would automatically continue. After the twenty-six (26) week period, health/dental insurance coverage will continue as long as any previously accrued time is being used. Once this time is exhausted, benefits will terminate on a time schedule identical to that used for resignation or termination. The employee is carried for one (1) month after the month in which his/her benefit time is exhausted. If the employee returns to work, then he/she will begin health and dental insurance benefits on the first day of the month after he/she has been back on the first of a month (one month lag).

ARTICLE XVIII □ PAID LEAVE OF ABSENCE

Section 1. Bereavement Leave of Absence

a. Each employee shall have three (3) work days off with pay upon notice, due to the death of a member of an employee's immediate family commencing with the day after the date of death. For the purpose of this Section, immediate family shall be deemed to include the following only: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, stepchildren and stepparents. In case of brother-in-law, sister-in-law or any relative living in the member's household, bereavement leave shall be one (1) day.

b. An employee may charge accumulated sick leave time in order to extend a bereavement leave of absence. In addition, personal leave up to a maximum of two (2) consecutive days may be used with documentation upon request. An employee shall not be entitled to additional days off pursuant to this Section, and the consecutive calendar days off shall include and not be in addition to, an employee's regularly scheduled day off or a holiday.

Section 2. Jury Duty and Service

Should any employee be required to serve on any jury or be involved in any jury service, such employee shall be granted a leave of absence for such necessary duty or service, and such leave shall be at full pay less monies received. Employees shall submit documentation showing jury duty was performed.

Section 3. Civil Service Examination

Employees shall be permitted the necessary time off, without any loss of time or pay, during their regular work hours so that they may participate in any open competitive or promotional Civil Service Examination held by the Civil Service Commission (Department of Civil Service) of the County of Albany, relative to the Sheriff's Department. Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled to be held.

Section 4. Military Service Leave and Drills

Any employee who is required by any branch of the armed forces of the United States of which he/she is a reserve member, the National guard, or the State Militia, to render military service including daily drills, shall be granted leave not to exceed thirty (30) calendar days a year, pursuant to Section 242 and 243 of the Military Law of the State of New York. Where such employees are involved in schooling programs or other programs that require time off in addition to that provided by statute, such time off will be granted upon the request of the employee, but without pay, or upon proper authorization in writing from the employee, such time off will be deducted from an employee's vacation credits, personal leave credits, or any other paid leave credits the employee may have accumulated other than sick leave, solely at the option of the employee.

ARTICLE XIX □ HEALTH INSURANCE

1. Effective the date of the signing of this Agreement, all bargaining unit members shall be enrolled in the Teamsters Health Insurance Plan.

2. New Employees shall become eligible for health insurance coverage pursuant to the applicable terms of the Teamsters Health Insurance Plan. Employees hired after the signing of the Collective Bargaining Agreement dated January 1, 2005 through December 31, 2007, will be required to contribute ten percent (10%) toward the total health plan premium.

3. The County agrees to allow all bargaining unit employees upon retirement only, to be reinstated within the Albany County Health Plan. The benefit under the County health plan will be based upon said benefit at the time of retirement. However, the cost to the employee upon retirement shall be equal to the cost to the employee upon his/her date of hire.

In the event an employee becomes ill and exhausts his/her leave and is off the payroll for more than thirty (30) days, that employee must reimburse the County in order to maintain health insurance coverage.

ARTICLE XX □ RETIREMENT PLAN

The employer shall continue New York State Retirement Plan 75(i) for all full time regular employees.

All sworn members of the bargaining unit shall have the opportunity to change from Retirement plan 75(i) and 89(h) to the newly created twenty-five (25) year retirement plan effective January 1, 1989, or upon the passage of said plan by the New York State Legislature after January 1, 1989.

ARTICLE XXI □ IN-SERVICE CONNECTED DISABILITY AND DEATH

Service Connected Death

Should an employee covered by this Agreement be killed while in the performance of his/her duties, the surviving spouse of such employee shall receive a death benefit equivalent to one (1) year of the deceased employee's salary that he or she normally would have received, and the surviving children under age eighteen (18) shall be entitled to receive the amount of one thousand (\$1,000.00) dollars each.

ARTICLE XXII □ CONTINUING EDUCATION PROGRAM

Each employee with written approval of the Employer and the County Director of Employee Relations, may participate in educational assistance programs established by the County for job-related studies, as long as the funds are available. The initial tuition cost will be shared by the County and the Employee. Upon appropriate appeal, the County will pay the entire tuition in hardship cases. The Employer and employee will agree on the educational program and upon successful completion grade. Upon completion of such program and the attainment of such grade, the County will reimburse the employee for that portion of tuition cost not initially paid by the County. However, only one course per semester per student will be allowed.

ARTICLE XXIII □ UNEMPLOYMENT COMPENSATION

The Employer agrees to provide unemployment compensation insurance coverage for all employees covered by this Agreement as provided by New York State.

ARTICLE XXIV □ GENERAL PROVISIONS

Section 1. Non Discrimination

The Employer understands that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation.

Section 2. Partially Disabled Employees

The Employer agrees to make every effort to place permanently partially disabled employees on work assignments which they are able to perform. The employer shall not be held to the bidding provisions provided for in Article XV, Section 4 relative to the partially disabled employees.

Section 3. Facility Maintenance

The facilities at which such employees may be assigned shall include the availability of a clean and sanitary lunchroom, locker room, toilets, and adequate supply of hot and cold running water, soap, paper towels, toilet paper, a drinking fountain, and first aid materials. It shall be the responsibility of the Employer to provide for proper servicing, cleaning and maintenance of such facilities. This provision is not subject to arbitration but is appropriate for immediate implementation of a grievance or reference to Joint Labor Relations Committee.

Section 4. Personal Property Damages

The Employer agrees to replace or repair any articles of personal property of an employee that is damaged or destroyed, including clothing, eye glasses, and dentures, which happened as a result of an incident directly related to such employees carrying out the duties of his/her job, without fault or negligence on the part of such employee.

Section 5. Polygraph Tests

It is understood and agreed that no employee will be required by the Employer to take a polygraph test. The administration of such test shall be subject to employee's written consent.

Section 6. Uniforms

1. The Employer shall provide all employees with the appropriate uniforms and uniform brass, leather, necessary weapons (only if qualified), equipment, work shoes (as needed), and other necessary accessories required for the job, the full cost of which to be borne by the Employer.

2. All employees in the unit on the payroll on the last day of the payroll period in which November 1st falls, shall receive an allowance for uniform maintenance on or about December 1st, of each year of this Agreement of three hundred (\$300) dollars.

This allowance replaces all existing uniform cleaning provisions and/or allowances and shall cover all uniform cleaning and maintenance requirements (e.g., sewing, patches, etc.).

Effective after the signing of this Agreement, the County will provide for dry cleaning for all County issued uniforms at no cost to the employees.

3. All employees who are not required to wear a uniform will receive a clothing allowance equal to the amount set forth in Article XXIII, Section 6.2.

Section 7. Health Standards

In recognition that physical fitness is particularly important in the everyday performance of the duties of a department member, it is mutually agreed by and between the County and an acceptable level of physical fitness shall be maintained by each member as long as he/she is engaged in active employment. To maintain an acceptable level of physical fitness, a two (2) component health standards program shall be initiated as detailed below. Said program shall consist of: (a) weight control, (b) periodic medical examinations.

a. Weight Control for Employees: The Official Weight Chart for employees is set forth in Section c.

Section c. specifies the acceptable weight range, by height.

The maximum acceptable weight shall represent the maximum permissible weight for employees.

Employees shall be weighed on or about July 1, 1991 and approximately every ninety (90) days thereafter.

The weight scale to be utilized for measuring weights in accordance with this section shall be determined by the County. The Sheriff or his designee shall conduct the weighing.

Employees to be weighed shall be allowed to wear customary underwear, trousers and shirt. The column designated "Maximum Acceptable Weight" in Section b. reflects standards developed by the American Medical Association and includes an addition four pounds to compensate for the clothing specified herein.

Height is measured without shoes or headgear.

The Sheriff shall take disciplinary measures as a result of the weigh-in to be performed on or about January 1, of each year, but not as a result of other scheduled weigh-ins.

Employees shall be required to weigh less than the maximum permissible weight, in accordance with their height, at the time of each weigh-in conducted on or about January 1, of each year. Failure to do so shall be cause for disciplinary action by the Sheriff. Said disciplinary action may consist of either a written reprimand, a suspension or dismissal. Imposition of discipline in accordance with this Section shall not be subject to the Grievance Procedure specified in Article V of this Agreement, except in the case of discharge.

In cases where an employee is more than thirty-five percent (35%) over his/her maximum at a January weigh-in, the employee will not be disciplined at the following January weigh-in if the employee loses at least fifty (50%) percent of the excess weight by the next January weigh-in and the employee continues to exhibit progress at each interim quarterly weigh-in.

A tolerance to be determined by the County Physician may be allowed if the examining physician provides a statement that the excess weight is lean body mass.

Employees who are found to weigh more than their maximum permissible weight shall commence a weight reduction program consistent with accepted medical practices. The employee shall select their own weight reduction program. However, the Sheriff may require proof of actual participation in the weight reduction program.

b. Periodic Medical Examinations (for all covered employees): All employees covered by this agreement shall be required to have complete medical examinations for the purpose of identifying correctable conditions, in accordance with the following schedules:

<u>Employees Age</u>	<u>Frequency</u>
Less than 40	Once every 5 years
40 and over	Once every 3 years

The above schedule is in accordance with recommendations of the American Medical Association.

The County/Sheriff shall select the medical examiner and the County shall assume the full cost for conduct of said examinations.

Medical examinations shall be scheduled during normal work hours, as far as practical, and employees shall receive paid leave at straight time for time spent in attendance at medical examinations.

The results of said medical examinations shall be referred directly and only to the Sheriff and shall not be used in a discriminatory manner.

This section shall not be construed as limiting the right of the County/Sheriff to have any employees submit to a medical examination to verify the employee's ability or inability to physically perform the duties of his/her position.

All covered employees shall have the right to obtain a second medical examination by a reputable physician in order to affirm or refute the findings of the County's medical examiner. This is to be at employee's expense.

All provisions of this procedure may be waived at the Sheriff's discretion.

Albany County Sheriff's Department Official Weight Chart

Males

	Minimum	Maximum
	Acceptable	Acceptable
<u>Height</u>	<u>Weight</u>	<u>Weight</u>
5 ft. 2 in.	127	193
3 in.	128	196
4 in.	130	200
5 in.	132	205
6 in.	134	211
7 in.	136	215
8 in.	138	221
9 in.	140	225
10 in.	142	231
11 in.	143	235
6 ft. 0 in.	147	241
1 in.	150	245
2 in.	152	252
3 in.	156	258
4 in.	160	264

Females

	Minimum	Maximum
	Acceptable	Acceptable
<u>Height</u>	<u>Weight</u>	<u>Weight</u>
4 ft. 10 in.	101	169
11 in.	102	172
5 ft. 0 in.	103	176
1 in.	104	180
2 in.	106	184
3 in.	110	189
4 in.	112	194
5 in.	115	199
6 in.	119	204
7 in.	121	209
8 in.	124	214
9 in.	128	217
10 in.	130	222
11 in.	133	225
6 ft. 0 in.	136	228

Note: The maximum acceptable weight column includes a four (4) pound allowance for underwear, trousers and shirt. Height shall be measured without shoes or headgear.

Section 8. Drug Testing

Effective after the signing of this Agreement, the parties agree to a mutually acceptable drug testing policy hereby referred to as General Order (20-SD-91).

Section 9. SECTION 125 Flexible Spending

Employees may participate in the county-wide Section 125 Flexible Spending Plan which currently includes deductions for health insurance premium contributions and co-pays, child care expenses and other medical expenses.

ARTICLE XXV DEFENSE AND INDEMNIFICATION

The County agrees to provide for the defense and indemnification of employees according to the following Article:

SECTION 1. Civil Actions and Proceedings

SECTION 1.1. As used in this Article, unless the context otherwise requires, the term "employee" shall mean any person holding a position by election, appointment or employment in the service of the County, whether or not compensated, or a volunteer expressly authorized to participate in a County-sponsored volunteer program, but shall not include an independent contractor. The term employee shall include a former employee, his estate or judicially appointed personal representative.

- A.** Upon compliance by the employee with the provisions of this Article, the County shall provide for the defense of the employee in any civil action or proceeding in any state or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his/her public employment or duties; or which is brought to *enforce* a provision of section nineteen eighty-one or nineteen hundred eighty-three of title forty-two of the United States code and the act or omission underlying the action occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his/her public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the County.
- B.** Subject to the conditions set forth in paragraph "A" of this Section, the employee shall be entitled to be represented by the County Attorney provided, however, that the employee shall be entitled to representation by private counsel of his/her choice in any civil judicial proceeding whenever the County Attorney determines, based upon his/her investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competent jurisdiction, upon appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is

entitled to be represented by private counsel of his/her choice. The County Attorney shall notify the employee in writing of such determination that the employee is entitled to be represented by private counsel. The County Attorney may require, as a condition of payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. If the employee or group of employees is entitled to representation by private counsel under the provisions of this Section, the County Attorney shall so certify to the Comptroller. Reasonable attorneys' fees and litigation expenses shall be paid by the County to such private counsel from time to time during the pendency of the civil action or proceeding subject to certification that the employee is entitled to representation under the terms and conditions of this Section by the head of the department in which such employee is employed and upon the audit and warrant of the Comptroller. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

- C. Where the employee delivers process and request for a defense to the County Attorney as required by Section 1.4, the County Attorney shall take the necessary steps including the retention of private counsel under the terms and conditions provided in paragraph "B" of Section 1.2 of this Article on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

SECTION 1.2.

- A. The County shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in any state or federal court, or in the amount of any settlement of a claim, or shall pay such judgment or settlement; provided, that the act or omission from which such judgment or settlement arose occurred while the employee was acting within the scope of his/her public employment or duties; the duty to indemnify and save harmless or pay prescribed by this Section shall not arise where the injury or damage resulted from intentional wrongdoing on the part of the employee.
- B. An employee represented by the County Attorney or by private counsel pursuant to this Article shall cause to be submitted to the head of the department in which he/she is employed any proposed settlement which may be subject to indemnification or payment by the County and, if not inconsistent with the provisions of this Section, such head of the department in which he/she is employed shall certify such settlement, and submit such settlement and certification to the County Attorney.

The County Attorney shall review such proposed settlement as to form and amount, and shall give his/her approval if in his/her judgment the settlement is in the best interest of the County. Nothing in this Section shall be construed to authorize the County to indemnify and save harmless or pay an employee with respect to a settlement not so reviewed and approved by the County Attorney.

- C. Nothing in this Section shall authorize the County to indemnify or save harmless an employee with respect to – fines or penalties, or money recovered from an employee; provided, however, that the County shall indemnify and save harmless its employees in the amount of any costs, attorneys fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his/her public employment or duties has, without willfulness or intent on his/her part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any Court of this State or of the United States.

The County Attorney shall promulgate such rules and regulations as are necessary to effectuate the purposes of this Section.

- D. Upon entry of final judgment against the employee, or upon the settlement of the claim, the employee shall cause to be served a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the head of the department in which he/she is employed; and if not inconsistent with the provisions of this Section, such judgment or settlement shall be certified for payment by such head of the department. If the County Attorney concurs in such certification, the judgment or settlement shall be paid upon the audit and warrant of the Comptroller. On or before October 15th, the Comptroller, in consultation with the Department of Law and other agencies as may be appropriate, shall submit to the County Executive and the Legislature an annual accounting of judgments, settlements, fees, and litigation expenses paid pursuant to this Article during the preceding and current fiscal years. Such accounting shall include, but not be limited to the number, type and amount of claims so paid, as well as an estimate of claims to be paid during the remainder of the current fiscal year and during the following fiscal year.

SECTION 1.3. The duty to defend or indemnify and save harmless prescribed by this Article shall be conditioned upon:

- a. Delivery to the County Attorney by the employee the original or a copy of any summons, complaint, process, notice, demand or pleading within five (5) days after he/she is served with such document, and
- b. The full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the County based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the County provide for his/her defense pursuant to this Section.

SECTION 1.4. The benefits of this Article shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

SECTION 1.5. This Article shall not in any way affect the obligations of any claimant to give notice to the County under any other provision of law.

SECTION 1.6 The provisions of this Article shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

SECTION 1.7 The provisions of this Article shall apply to all actions and proceedings pending upon the effective date thereof or thereafter instituted.

SECTION 1.8 Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the county or any other level of government, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law, or as provided under the terms of any collective bargaining agreement.

SECTION 1.9 If any provision of this Article or the application thereof to any person or circumstance be held unconstitutional or invalid in whole or in part by any court of competent jurisdiction, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this Section or the application of any such provision to any other person or circumstance.

SECTION 2. Criminal Charges

SECTION 2.1 Upon compliance by the employee with the provisions of Paragraph 3 of this Article, and subject to the conditions set forth in Paragraph 2 of this Article, it shall be the duty of the employer to pay reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his or her defense of a criminal proceeding in state or federal court arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties, upon his/her acquittal or upon the dismissal of the criminal charges against him/her. This duty to provide for a criminal defense shall not arise where such criminal action or proceeding is brought at the behest of the employer.

SECTION 2.2 Upon the application for reimbursement for reasonable attorneys' fees and litigation expenses – made by or on behalf of an employee as provided in Paragraph 15 of this Article, the County Attorney of the County of Albany shall reasonably determine, based upon his/her investigation and his/her review of the facts and circumstances of the criminal proceeding, whether reimbursement of reasonable attorneys' fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify such employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee, it shall be the duty of the employee to notify in writing to the County Attorney the identity of the defense counsel intended to be retained by or on behalf of the employee in his or her defense of the criminal proceeding. The County Attorney shall have the right to approve the employee's choice of defense counsel and shall further have

the right to negotiate prospectively with said defense counsel the amount of reasonable attorneys' fees which the employer shall reimburse the employee upon his/her acquittal or upon the dismissal of the criminal charges against him/her. The County Attorney shall certify such expenses to the Comptroller of the County of Albany. Upon such certification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of a special proceeding. Pending the outcome of the dispute, the employer will take all reasonable steps necessary to provide for the criminal defense of the employee.

SECTION 2.3 Reimbursement of reasonable attorneys' fees and litigation expenses by the employer as prescribed by this Article shall be conditioned upon (a) delivery to the County Attorney or an Assistant County Attorney at the Office of the Department of Law of the County of Albany by the employee a written request for reimbursement of defense expenses together with the original or a copy of an accusatory instrument within ten (10) calendar days after he/she is arraigned upon such instrument, and (b) the full cooperation of the employee in the defense of any action or proceeding against the employer based upon the same act, and in the prosecution of any appeal.

SECTION 2.4 Except as otherwise specifically provided in this Article, the provisions of the Article shall not be construed in any way to impair, alter, modify, abrogate or restrict any immunity available to or conferred upon any employee, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

- a. This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section 10 of the Court of Claims Act, Section 50(e) of the General Municipal Law, or any other provision of law.
- b. The employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this state, or authorized by law to transact business in this state, against any liability imposed by the provisions of this section, or to act as a self-insurer with respect thereto.
- c. All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.
- d. The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

ARTICLE XXVI □ UNPAID LEAVE OF ABSENCE

All determinations regarding leave without pay shall be subject to final approval by the Commissioner of Human Resources.

ARTICLE XXVII □ EMPLOYEE EVALUATIONS

1. Employees shall be evaluated pursuant to established departmental procedures. (General Order #28-SD-93)

ARTICLE XXVIII

AMERICANS WITH DISABILITIES ACT

1. With respect to compliance by the Employer with the provisions of the Americans with Disabilities Act (the "Act") and regulations issued pursuant to the Act, the Union agrees that it will have the same obligations as the Employer with respect to reasonable accommodations.

With respect to the Employers attempt to reasonable accommodation in accordance with the provisions of the Act, and the regulations issued pursuant to the Act, the Union shall have an affirmative obligation to assist the Employer in achieving any such accommodations.

ARTICLE XXIX □ NO STRIKES OR LOCKOUTS

1. The Union, on behalf of itself and the employees covered by this Agreement affirms that both the Union and the employees do not assert the right to strike against the Employer or any government, to assist or participate in such strike, or to impose any obligation to conduct, assist or participate in such strike. The term "strike" means any strike or other concerted stoppage of work or slowdown.

2. The Employer will not institute or take part in any lockout of employees.

ARTICLE XXX □ PRESERVATION OF BENEFITS

With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union when appropriate, without negotiations with the Union provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer by Article IV of this Agreement.

ARTICLE XXXI □ SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement, be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the finalization of any such decision, the parties agree to immediately commence negotiations for a substitute to the invalidated Article, Section, or portions thereof.

ARTICLE XXXII □ STATUTORY PROVISIONS

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXXIII □ DURATION

This Agreement shall be effective as of January 1, 2005 and shall remain in full force and effect until and including the 31st day of December, 2007. It shall automatically be renewed from

year to year thereafter, unless either party shall notify the other in writing at least one-hundred eighty (180) calendar days in advance of the expiration date that they desire to reopen negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE REPRESENTATIVES ON ____ DAY OF _____, 200__.

COUNTY OF ALBANY

By: _____

Michael G. Breslin
Michael Breslin, County Executive

By: _____

James Campbell, Sheriff
Albany County

By: _____

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 294

By: _____

John C. ...

Paul ... 6/15/10

APPENDIX A

WAGES – wages will be retroactive to January 1, 2005, and be as follows:

- A. Effective January 1, 2005, all employees shall receive a 4% increase.
Effective January 1, 2006, all employees shall receive a 3% increase.
Effective January 1, 2007, all employees shall receive a 3% increase.

- B. Effective January 1, 1997, all newly hired civilians shall have their pay lagged by one pay period.

Only those employees on the payroll on or after the signing of the total agreement or those employees who have retired from service shall be eligible for retroactive payments.

APPENDIX B

JOB TITLE	2005 SALARY	2006 SALARY	2007 SALARY
Captain	\$ 63,520	\$ 65,426	\$ 67,388
Lieutenant	\$ 59,280	\$ 61,058	\$ 62,890
Sergeant	\$ 54,754	\$ 56,397	\$ 58,088
First Sergeant	\$ 57,725	\$ 59,457	\$ 61,241
Clerk III	\$ 53,975	\$ 55,594	\$ 57,262
Building Maint. Supv.	\$ 53,975	\$ 55,594	\$ 57,262

APPENDIX C

Longevity Effective January 1, 2005

Years of Continuous Longevity

<u>Full Time Service</u>	<u>Total Amount Due</u>
7-9 years	\$1,100
10-14 years	\$1,400
15-19 years	\$1,750
20-24 years	\$2,200
25+	\$2,750

Longevity is to be paid the last pay period of the month in which the employee's anniversary date falls.

Longevity will be pro-rated only for those employees who retire from County service through the NYS Retirement System and have minimum of six (6) months service in their last year of employment.

NOTE (Employees already in Steps 3-4 years and Steps 5-6 years will be grandfathered in as to prevent any loss from the change)

APPENDIX D

ALBANY COUNTY 207-C PROCEDURES

SECTION 1: APPLICABILITY

Section 207-c of the General Municipal Law provides that any Deputy Sheriff or Corrections Officer of the Sheriff's Department of any County who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefore has ceased and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury of illness.

The following procedures shall regulate the application and benefit award process for §207-c.

SECTION 2: DEFINITIONS

- a. County - The County of Albany
- b. Sheriff - Sheriff of Albany County
- c. Claimant - Any sworn Deputy Sheriff or Corrections Officer of the County of Albany who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties.
- d. Risk Manager - the individual designated by the County of Albany who is charged with the responsibility of administering the procedures herein.
- e. Section 207-c Benefits - the regular salary or wages and medical treatment and hospital care payable to an eligible claimant under §207-c. Section 207-c Benefits shall not include payment of Uniform Allowance, continued accrual of leave time, or other contractual benefits to which active employees are entitled. Health insurance benefits under this agreement shall remain in effect.

SECTION 3: APPLICATION OF BENEFITS

- 1. Any claimant who is injured in the performance of his duties or is taken sick as a result of the performance of his duties, shall file a written incident report with the Sheriff and the Risk Manager within 24 hours of the injury or illness or any claims arising there from shall be barred. Upon sufficient reason, an application for §207-c benefits may be entertained in the discretion of the Risk Manager, notwithstanding the failure to file the necessary incident report within the required 24 hours.

2. The incident report shall include the following information:
 - a. the time, date and place of the incident;
 - b. a detailed statement of the facts surrounding the incident;
 - c. the nature and extent of the claimant's injury or illness; and
 - d. the names of any possible witness to the incident.
3. An application for §207-c benefits may be filed on behalf of a claimant within ten (10) days of either the date of the incident giving rise to the claim or the discovery of any incident produced injury or illness provided the necessary reporting requirements have been satisfied. The application may be made by either the claimant or by some other person authorized to act on behalf of the claimant. All applications for §207-c benefits shall be made in writing, using any official application form, which shall include the following information:
 - a. the time, date and place where the injury or illness producing incident occurred;
 - b. a detailed statement of the particulars of the incident;
 - c. the nature and extent of the claimant's injury or illness;
 - d. the claimant's mailing address;
 - e. the names of any potential witnesses; and
 - f. the name and address of all of claimant's treating physicians.
4. The Risk Manager may excuse the failure to file (the failure to file) the application within the ten day period, upon a showing of good cause.

SECTION 4: AUTHORITY AND DUTIES OF RISK MANAGER

On an initial determination a claimant must cooperate with the County and provide all necessary information, reports and documentation. A determination of initial eligibility will be made within thirty (30) calendar days of submission of the claim without holding a hearing. Once the decision is made, the County must provide that decision to the applicants within five (5) calendar days. In the event the County fails to issue its decision in accordance with the time limits herein, such failure will be deemed to be a denial of benefits.

In the event that an initial application for 207-C benefits is denied, or the County fails to issue a timely decision on an initial application, the employee has ten (10) calendar days from that denial to request a hearing. Said hearing will be conducted in accordance with the hearing provisions set forth in Section 11 herein.

SECTION 5: TIME OFF PENDING INITIAL DETERMINATION

1. Pending the initial determination of benefit eligibility, any time off taken by the claimant that he or she claims is the result of an injury or illness given rise to the application shall be charged to the claimant's leave time accruals in the following order: sick leave, personal leave, vacation leave and any such other leave time accruals as may exist. If the claimant has exhausted all of his or her available leave accruals, the Risk Manager may, in his or her sole discretion, authorize the payment of claimant's benefits throughout the period which the application is being processed, if it appears probable that the claimant will be eligible for such benefits and the Risk Manager so determines.
2. If the Risk Manager determines that the claimant is eligible for §207-c benefits, all accruals charged to the claimant during the pendency of the application shall be re-credited to the claimant. If the applicant is determined to be ineligible for §207-c benefits, any benefits paid to the claimant beyond the claimant's accruals shall be refunded to the County and may be recovered in a civil action or payroll deduction.

SECTION 6: MEDICAL TREATMENT

1. After the filing of an application, the Risk Manager may require a claimant to submit to one or more medical or other health examinations as may be directed by the Risk Manager, including examinations necessary to render an initial determination of eligibility, examinations or inspections conducted to determine if the claimant has recovered and is able to perform his or her regular duties, and/or examinations required to process an application for accidental disability retirement. Such treatment may include, but is not limited to medicine and/or surgical techniques deemed necessary by the appointed physicians. Any §207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his or her rights under §207-c from that day forward. In the event, however, of a conflict in medical conclusions or determinations as specified in 6.2 below, such waiver shall apply only from the date of any third physician's conclusion or determination which directs such medical treatment.
2. The claimant shall also have the right to obtain a medical or other health examination(s) from a physician of the claimant's own choosing, for all purposes and situations outlined in 6.1 above. In the event of a conflict in medical conclusions or determinations between the physician(s) selected by the Risk Manager and the physician(s) selected by the claimant, the County and the Union will mutually agree upon a third physician to conduct an examination(s) of the claimant. The conclusion or determination of this third physician will be final and binding.
3. Medical Reports - All physicians, specialists and consultants treating a claimant or recipient of §207-c benefits shall be required to file a copy of any and all reports with the Risk Manager. The claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports.

4. Payment of Medical and Related Services - A claimant approved to receive §207-c benefits must notify the Risk Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.
5. No claim for surgical operations or physiotherapeutic costing more than \$150.00 shall be paid unless they were required in an emergency or authorized in advance by the Risk Manager
6. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Risk Manager for the particular items billed, stating thereon that the items supplied were implied as a consequence of the injury or illness upon which claim for §207-c benefits is based.

SECTION 7: LIGHT DUTY ASSIGNMENTS

1. Any claimant receiving §207-c benefits who is not eligible for or who is not granted an accidental disability retirement allowance or retirement for disability concurred in performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the personnel manager to determine the recipients ability to perform certain specified light duty. Any claimant deemed able to perform specified light duty by the personnel manager may be directed by the Sheriff, in his or her sole discretion, to perform such light duty.
2. Any claimant who disagrees with the order to report for light duty may request a hearing under r § 11, within 48 hours after receipt of the order, with the Risk Manager. Pending a determination with respect to the order, the claimant may use available vacation, or personal leave accruals.
3. Payment of full §207-c benefits shall be discontinued with respect to any individual who fails or refuses to perform light duty if the same is available and offered to the individual. If the individual is ultimately found to be incapable of performing light duty following a hearing, the full amount of his or her regular salary or wages and/or accruals shall be reimbursed retroactive to the date of discontinuance.

SECTION 8: CHANGES IN CONDITION OF RECIPIENT

1. Every §207-c recipient shall be required to notify the Risk Manager of any change in his or her condition which may enable the recipient to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within 48 hours of any such change

SECTION 9: RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The Risk Manager shall have the right to review the eligibility of every §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- a. requiring recipients to undergo medical diagnosis by physician or physicians chosen by the Risk Manager.
- b. requiring recipients to testify as to their current conditions; and
- c. requiring recipients or any other involved parties to provide any documentation, books or records that bear no the recipient's case.

SECTION 10: TERMINATION OF BENEFITS

1. If for any lawful reason, including but not limited to all those reasons specified in these procedures, the Risk Manager determines that a recipient is no longer or was never eligible for benefits, the Claim Manager shall terminate such benefits as of the date of the determination of ineligibility. Notice of such termination and the reasons therefore shall be served by mail upon the claimant and the sheriff. The claimant, within ten (10) days after mailing of the notice of termination, may request a hearing to review the decision to terminate §207-c benefits. Pending a determination under this Section, the claimant may use available vacation or personal leave accruals. Any benefits paid to a claimant who is later determined to have been eligible for all or part of such benefits shall be required to refund to the County that amount of monies received to which he or she was unentitled. If such refund is not made immediately, it may be recovered by the County in a civil action, or by payroll deduction.

SECTION 11: HEARING PROCEDURES

1. Hearings requested under the provisions of these procedures shall be conducted as follows:
 - a. The Risk Manager shall designate a hearing officer, in rotating order from a panel mutually established by the County and the Union, to conduct a hearing related to the issues to be determined. The claimant may be represented by a designated representative and may subpoena witnesses. The claimant shall pay for the expenses and fees of his or her representative medical experts and any other witnesses subpoenaed by the claimant. The hearing officer shall cause a transcript to be made. After such hearing, the hearing officer shall present the record and recommendation to the Sheriff, who, shall, after review of the record and recommendations, determine whether to approve, modify or reject the recommended report. The Sheriff shall decide the matter within 14 days after receipt of the recommendation and shall notify the claimant of the decision in writing. Such decision may be reviewed pursuant to the provisions of Article 78 of the Civil Practice Law and Rules.

SECTION 12: COORDINATION WITH WORKER'S COMPENSATION BENEFITS

1. Upon payment of §207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the County for periods during which a claimant received §207-c benefits. If the claimant shall have received any

worker's compensation benefits hereunder which were required to be paid to the County, the claimant shall repay such benefit received to the County or such amounts due may be offset from and §207-c benefits thereafter. Upon termination of §207-c benefits, any continuing worker's compensation benefits shall be payable to the applicant. The parties shall not be bound by any determination of the Workers' Compensation Board.

SECTION 13: DISCONTINUATION OF SALARY AND WAGE BENEFITS UNDER DISABILITY RETIREMENT

1. Payment of the §207-c benefits shall be discontinued with respect to any claimant who is granted an accidental pension.

SECTION 14: MISCELLANEOUS

A claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.